

### AMENDMENT 3 TO RFP #14-004

# WASHOE COUNTY SCHOOL DISTRICT

# AND

#### THE HAWN FOUNDATION

This Amendment 3 dated August 28, 2017, is between WASHOE COUNTY SCHOOL DISTRICT ("District") and The Hawn Foundation ("Foundation")

# WITNESSETH:

Whereas, the District and the Foundation entered into a certain contract agreement titled Social and Emotional Learning Curriculum and Professional Development (RFP #14-004) dated May 23, 2014, as amended ("Contract"). The Foundation is to provide the District with requested training services in connection with the Foundation's MindUP<sup>TM</sup> program to complement the works published by Scholastic, Inc. featuring MindUp<sup>TM</sup> curriculum and additional subject matter related to neuroscience, mindful awareness training, positive psychology and social and emotional learning through various channels including digital means. The current Contract as renewed under Amendment 2, will expire August 31, 2016.

In conjunction with the basic foundations and principles of the Contract with inclusions considered in Amendments 1 and 2, the Foundation hereby agrees to provide the District with future services that may include, but are not limited to additional Train-the-Trainer workshops; leadership visits; and renewal cost for the new interactive DP platform access.

Furthermore, in consideration of the promises herein contained and for other good and valuable consideration, and based on mutual agreement between the District and the Foundation:

The District is exercising the option to renew services, as outlined in Section 4 "Term" of the Contract for a final one (1) year term, not to exceed \$25,000, to begin September 1, 2017 and expire on August 31, 2018. Additionally, the Foundation is responsible for submitting all invoices specific to services governed under the Contract and inclusive of Amendments 1-3, no later than May 15, 2018, for processing and payment by the District, so that the District is able to use current fiscal year 2017-2018 funding without fault.

This Amendment 3 will become effective September 1, 2017, and thereafter, unless amended and agreed to by both parties. All other terms and conditions contained in the Contract shall remain unchanged and in full force and effect, except by necessary implication. Should additional professional development (training services) be requested by the District of the Foundation as part of this Amendment 3, the District shall issue an Independent Contractor's Agreement (ICA) to the Foundation that will address the requirements of said training services.

In witness whereof, the duly authorized officers of the parties have executed this Amendment, as of the date indicated below.

WASHOE COUNTY SCHOOL DISTRICT	, THE HAWN FOUNDATION
By: Monical Chuer Houden	By: Vangally
Name (Printed): Monica Schuerr-Howden  Title: Assistant Purchasing Supervisor	Name (Printed): VICTOVID GONZALEZ
Title: Assistant Purchasing	TITLE: EXECUTIVE DIVECTOR
Date: 8-28-17	Date: 8/28/17